

Exhibit A

(k' no)



Atlantium

Illuminating Water Technologies

October 18, 2006

Att: Shlomi Sabag, Adv.
Aaronsohn, Sher, Aboulafia, Amoday & Co., Law Offices
20 Lincoln St., Tel-Aviv 67134, Israel
Tel: 972-3-6250500 Fax: 972-3-6250501

Dear Shlomi

We have recently filed with the US Patent and Trademark Office, 3 patent applications, of which Mr. Zamir Tribelsky is an inventor.
As part of the application process, it is necessary to submit for each application two forms signed by the inventors.
The forms are as follows:

1) Declaration and Power of Attorney, in which the inventor declares that he is an inventor, and grants power of attorney to our lawyers in the U.S. who will be handling the patent prosecution.

2) Assignment, in which the inventor assigns his rights in the patent application to Atlantium Technologies Ltd.

As per Zamir Tribelsky's request, we hereby attach the following documents to be signed by Zamir:

- 1) Declaration and Power of Attorney for US application S/N 10/566,992 (attorney docket no.: P-7785-US)
- 2) Assignment for US application S/N 10/566,992
- 3) Declaration and Power of Attorney for US application S/N 10/566,983 (attorney docket no.: P-7784-US)
- 4) Assignment for US application S/N 10/566,983
- 5) Declaration and Power of Attorney for US application S/N 11/516,043 (attorney docket no.: P-8164-US)
- 6) Assignment for US application S/N 11/516,043

Kindly review, date and have Zamir sign these documents. The assignment documents should also be witnessed by another person. Please have the witness sign and fill in the necessary details.

Once signed, please return the signed documents to me.
I would appreciate your cooperation in the matter.
Please contact me if you need any further information.

Best Regards,
Amir Cohen
CFO

Exhibit B

12 n001



November 1, 2006

Att: Shlomi Sabag, Adv.
Aaronsohn, Sher, Aboulafia, Amoday & Co., Law Offices
20 Lincoln St., Tel-Aviv 67134, Israel
Tel: 972-3-6250500 Fax: 972-3-6250501

Dear Shlomi

Following our letter to you on October 18, 2006 and following Mr. Zamir Tribelsky e-mail to Mr. Hanan Miron from October 27, 2006 in which he said that he have been asked to sign on some documents without showing him the applications, I have attached all the relevant documents that relates to the 3 applications.

I would appreciate if you can forward the documents to Zamir in order to enable him to sign on the documents forwarded to you on October 18.

Once signed, please return the signed documents to me.

I would appreciate your cooperation in the matter.

Please contact me if you need any further information.

Best Regards,
Amir Cohen
CFO

Exhibit C

2006

אהרנסון שר אבולעפיה אמודאי ושות' עורכי דין
Aaronsohn Sher Aboulafia Amoday & Co. Law Offices

Gilead Sher
Shmuel Aaronsohn
David Aboudeifa
Ilan Amoday
Amir Kadari
Ofir Tal
Aviva Kolman
David Curtis
Noa Shamir
Jonathan Gillis
Iris Elgar Kveller
Tamara Kullie
Michal Volicoh
Alon Bitan
Shai Granot
Merav Milo-Timer
Shai Kain
Efraim Schneider*
Sharon Press-Ben Haim
Eyal Westman
Tali Ben-Simon
Sharon (Lieberstein) Bar On
Roni Tal
Dana Golan
Dr. Shalika Kimchy
Zion Tzernach
Shmuel Kuzas
Nira Levy
Michal Kaplan Hachmon
Elishe Hakak
Nitzan Ben-Gai
Alon Goldhaber
Amir Adika
Ayala Scherzer
Adi Hamiel
Shlomi Sabag
Maya Marisov Shifer
Louise Spornas
Tamar Zarchin
Revital Klein
Shiraz Retzlit
Sabrina Dadon-Botbol
Asaf Rotstein
Kfir Tushi
Yael Avram
Serit Slupsky-Rachamin
Shlomo Hajbi
Tali Vurenbrand
Tali Levi
Danna Zlotin-Andreyev
Naomi Vestrid
Inbar Raz
Elina Regi

TEL-AVIV: 20 LINCOLN ST., TEL-AVIV 67134, TEL. (972-3) 6250500, FAX (972-3) 6250501
JERUSALEM: 21 HERZOG ST., JERUSALEM 97387, TEL. (972-3) 5618677, FAX. (972-2) 5618678
e-mail: office@assa-law.co.il www.assa-law.co.il
In affiliation with Wolf, Block, Schorr & Solis-Cohen LLP P.A., U.S.A

of Counsel:
Dalia Rabin
Issack Westman (Partner)
S.L. Klimist**

Tel-Aviv, December 3, 2006

Our Ref.: 9617/4

To:
Mr. Amir Choen, Cfo.
Atlantium Ltd.
Har Tuv Industrial Park
POB 11071 Bet Shemesh
99100, Israel.

-without prejudice-

Via: Registered Mail and Fax: 02-9925005

Dear Amir,

RE: ATLANTIUM DOCUMENTS
your letter dated on November 1, 2006 ("your letter")

1. I hereby confirm accepting your above-mentioned letter.
2. As explained to you in our telephone conversations, your letter and the documents attached to the letter, have been examining by our office and also have been transferred for examination to different experts.
3. Therefore, a formal response to your letter will be hopefully delivered to you, till the 11.12.06.
4. We also advise, in order to complete this issue, to arrange a meeting with all the relevant parties.

Faithfully Yours,
Shlomi Sabag, Adv.
Aaronsohn, Sher, Aboulafia, Amoday & Co.,
Law Offices

* Also member of the New-York Bar
** Also member of the Michigan Bar

Exhibit D1

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hth@hth.co.il : 10000 2000

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1. ביום 18 באוקטובר, 2006, מר אמיר כהן, סמנכ"ל הכספים של מרשות, העביר ליחד מכתב מפורט הכולל 6 נספחים בנושא קניין רוחני של אטלנטיום לחתימת מרשך (להלן: "המסמכים").

מצ"ב בנספח "א" למכתב זה, העתק מכתבו של מר אמיר כהן מיום 18 באוקטובר, 2006, ללא נספחים.

2. עד ליום חתימת המכתב דין - זה כבר למעלה מחודש ומחצה - מרשך טרם חתם על המסמכים וזאת למרות שהיה עליו לעשות כן מכוח הסכמות הצדדים, כפי שמצאו ביטויין, בין היתר, ב - Separation Agreement מיום 12 ביוני, 2006; וב - Non Compete Agreement מיום 12 ביוני, 2006 (להלן יחדיו: "ההסכמים").

3. לצורך זירוז חתימת מרשך על המסמכים מן הראוי להפנות שימת לב מרשך לחלק מאותם הסעיפים בהסכמים אשר מלמדים כי על מרשך חלה החובה לחתום על המסמכים ללא דיתור:

"9. Undertaking By Zamir. Zamir hereby undertakes to assist the Group, and to take any and all actions required of him by the Group for the fulfillment of Zamir's obligations under this Separation Agreement, including but not limited to Zamir's consent to amend any of the corporate governance agreements, such as the Shareholders Rights Agreement and Articles of Association of ALCY and the Stockholders Rights Agreement of ALUS. Further, Zamir undertakes to sign any written instrument related to intellectual property of the Group, or that is related to the governance of the Group." (See: section 9 of the Separation Agreement; emphasis added).

"3. Ownership of Inventions

... The Executive further agrees as to all such Inventions to assist the Company, or any persons designated by it, in every proper way to obtain and from time to time enforce such Inventions in any way including by way of patents over such Inventions in any and all countries, and to that affect the Executive will execute all documents for use in applying for and obtaining patents over and enforcing such Inventions, as the Company may desire, together with any assignments of such Inventions to the Company or persons or entities designated by it" (See: section 3 Appendix A to Non Compete Agreement).

4. כמו כן, העובדה כי אטלנטיום אינה תבה בהעברת כספי אי התחרות (Non-Competition Compensation) למרשך עת מרשך אינו פועל על פי ההסכמים מפורטת, בין היתר, בתוראות סעיף 3 ל - Non Compete Agreement, המורות בזו הלשון:

"Breach of Covenants,

In the event that Zamir breaches any of the covenants or his obligations undertaken hereunder and/or in the Separation Agreement dated of even date herewith, including but not limited to disparagement of the Company or Group Released Parties (as defined in the Separation Agreement) and including but not limited to filing or encouraging any claims barred hereunder and thereunder, the Company shall be entitled to immediate repayment of the Non-Competition Compensation ("Repayment"). Such Repayment is not in lien, and shall not derogate from Zamir's covenants and obligations undertaken hereunder and/or in the Separation Agreement. Atlantium may seek, in addition to Repayment, any other remedy available to it under applicable law".

5. זאת אף זאת, גם תוכן מכתב מרשך מיום 14 לעומבר 2006, בעניין סוגיות המס (אשר נכתב כמענה למכתב מרשמי מיום 12 לעומבר 2006) אינו מקובל על מרשתי. מרשתי תבקש להפנות שימת לב מרשך לעובדה כי הוא זה הנשוא במלוא תשלומי המס בחם הוא חתב בעקבות היפרדות הצדדים, וכי אטלנטיס רשאית לעכב סכומים המגיעים (לכאורה) למרשך לצורך העברתם לרשויות המס (רי לעניין זה, בין היתר: סי 14 ל – Separation Agreement, וכן סי 4 ל – Non Compete Agreement).
6. אשר על כן ונטח המפורט לעיל, מן הראוי שמרשך יכבד תוראות ההסכמים ויחתום על חסמכים ללא דיתוי.
7. אין באמור במכתב זה ראו במה שלא נאמר בו בבדי לגרוע מטענות מרשתי ו/או לפגוע בזכויות חתנות לה על פי כל דין ראו חסמם.

בכבוד רב ובעזרת,
אברהם
עורך-דין

העתק: מר אמיר כהן באמצעות דוא"ל.

Exhibit D2

HERZOG, FOX & NEEMAN

ASIA HOUSE, 4 WEIZMANN ST.
64 239 TEL-AVIV, ISRAEL
TEL: (972-3)-692-2020
FAX: (972-3)-696-6464
EMAIL: hfn@hfn.co.il

MICHAEL FOX	EFRAIM RAM	HAIM GUETA	EFRI BERKOVICH	SHIMON ATTYA
YAAKOV NEEMAN	ILANIT LANDESMAN YOGEV	ODELIA OFFER	ORIT HIPSHER	MORAN BARNEA
TUVIA ERLICH	LMOR HODIR	SHARON PETEL	SHIRLY ZOHAR	LIRON GANOT
MEIR LINZEN	ORY NACHT	MORIA TAM-HARSHOSHANIM	CHAGAI VERED	MORIA KATZ
ALAN SACKS	IFAT GINSBURG	IFAT STEINMAN	SHACHAR PORAT	GILAD NEEMAN
YAACOV BRANDT	MAYA RACINE NETSER	VIDAL PEARLMAN	AMIR PERES	IFAT PAGIS
EHUD SOL	ESTHER STERNBACH	YANIV DINOVTCH	ELAD SHAUL	EYAL ORGAD
JANET LEVY PAHIMA	JAN S. WIMPFEDMER	NIR RABER	KAREN GILMOUR	AMIR BURSTEIN
ELDAR BEN-RUBIN	RONI LIBSTER	JAMES FRANKS	DALIA LITAY SHIBOLETH	ERAN BEN-AMI
AMIR SERAYA	MENACHEM NEEMAN	RUTH BERGWERK	RONI DULBERG	EFRAIM BEN-AMI
Yael (NEEMAN) BAR-SHAJ	SHLOMIT SPINDEL	SHIRA MARGALIT -ELBAZ	CLAIRE LIVNE	AYA Dvir
YAACOV SHARVIT	KAREN L. ELBURG	RINAT HARUSH	MILI NEEMAN	AYELET REGAVIM
ALON SAHAR	LIAT SHAKED-KATZ	BOAZ MIZRAHI	AVI KAZ	EFRAIM RAVEN BASHAN
ELIOT SACKS	RUTH DAGAN	NATALI AMIR	OPFER GRANOT	MORDI SHABAT
BARUCH KATZMAN	GAL ROZENT	TAL DROR SCHWIMMER	MOSHE YAACOV	LYDIA ASSAF
DAVID ZAILER	MAYA ALCHEH-KAPLAN	HARRIET FINN	GAL SCHWARTZ	NOA MARGALIT
NEIL WILKOF	DOTAN BARUCH	OFIR SEGEV	DANA VOLANOVSKY	DANIEL LOWBEER
MARK PHILLIPS	HANAN HAVIV	ROBERT WISEMAN	TAL Paldi	NIR DASH
ADAM EYTAN	ASHER DOVEV	MORAN YEMINI	REVITAL KATZ	TAL HAMDI
ORLY GERBI	NURIT DAGAN	SAAR PAUKER	Yael ARIEL	ALONA SHAMARDIN
MOSHE HARDI	ARNON MAINFELD	GUY KATZ	OPRA GORDON	ITZHAK SHRAGAY
GILAD WEKSELMAN	RONEN BAHARAV	SHAI KAGAN	ERAN WAGNER	SHARON HEFETZ
YOSSI ASHKENAZI	ROYI NACHIMZON	YAHAV DRORI	NIGEL ERAVITZ	SHARON MAGEN
GIL WHITE	RONI TIROSH MADERER	ROTEM SHAY	MATTHEW FISHER	
ANTHONY LEIBLER	MICHAEL KAMIR	ANAT PAZ	LOUIS GLASS	
ELDAD CHAMAM	HANNAH MORDECHAI	RAN HAI	NATHAN STEINBERG	
RANTAL	NAHSHON AXELRAD	ARNON TURM	LIR AHARON	

1 January 2007

File No: 22960

ENGLISH TRANSLATION OF A LETTER TO ADVOCATE SHLOMI SABAG DATED 10 DECEMBER 2006

ATLANTIUM – ZAMIR TRIBELSKI

Re: Mr. Amir Cohen's letter to Advocate Sabag dated 18 October 2006; and Advocate Sabag's letter to Amir Cohen dated 3 December 2006.

On behalf of my client Atlantium Technologies Ltd (hereinafter "Atlantium") I am hereby writing to you regarding the letters referred to above.

1. On 18 October 2006, Mr. Amir Cohen, the Chief Financial Officer of my client, provided you with a detailed letter which included 6 annexes regarding Atlantium's intellectual property, to be signed by your client (hereinafter the "Documents").

Attached as Exhibit "A" to this letter is a copy of Mr. Amir Cohen's letter dated 18 October 2006 excluding the annexes relating thereto.

2. Until the date of this letter – more than a month and a half later – your client has yet to sign the Documents although he was obliged to do so under the existing agreements, inter alia, the Separation Agreement dated 12 June 2006 and the Non-Compete Agreement dated 12 June 2006 (collectively the "Agreements").

3. For the purpose of expediting the signing of the Documents, your client's attention is drawn to the following provisions of the Agreements which demonstrate that your client is required to sign the Documents without any further delay:

"9. Undertaking By Zamir. Zamir hereby undertakes to assist the Group, and to take any and all actions required of him by the Group for the fulfillment of Zamir's obligations under this Separation Agreement, including but not limited to Zamir's consent to amend any of the corporate governance agreements, such as the Shareholders Rights Agreement and Articles of Association of ALCY and the Stockholders Rights Agreement of ALUS. Further, Zamir undertakes to sign any written instrument related to intellectual property of the Group, or that is related to the governance of the Group." (See: section 9 of the Separation Agreement; emphasis added).

"3. Ownership of Inventions

... The Executive further agrees as to all such Inventions to assist the Company, or any persons designated by it, in every proper way to obtain and from time to time enforce such Inventions in any way including by way of patents over such Inventions in any and all countries, and to that affect the Executive will execute all documents for use in applying for and obtaining patents over and enforcing such Inventions, as the Company may desire, together with any assignments of such Inventions to the Company or persons or entities designated by it" (See: section 3 Appendix A to Non Compete Agreement).

4. In addition, the fact that Atlantium is not required to transfer the non-competition compensation to your client whilst your client does not comply with the Agreements, is detailed, inter alia, in Section 3 to the Non-Compete Agreement which states that:

"Breach of Covenants.

In the event that Zamir breaches any of the covenants or his obligations undertaken hereunder and/or in the Separation Agreement dated of even date herewith, including but not limited to disparagement of the Company or Group Released Parties (as defined in the Separation Agreement) and including but not limited to filing or encouraging any claims barred hereunder and thereunder, the Company shall be entitled to immediate repayment of the Non-Competition Compensation ("Repayment"). Such Repayment is not in lieu, and shall not derogate from Zamir's covenants and obligations undertaken hereunder and/or in the Separation Agreement. Atlantium may seek, in addition to Repayment, any other remedy available to it under applicable law".

5. Furthermore, the content of your client's letter dated 14 November 2006 regarding tax issues (that was written in response to my client's letter dated 12 November 2006) is not acceptable to my client. My client would like to draw your client's attention to the fact that he was the one who is responsible for all of the tax liabilities which occurred as a consequence of the parties' separation and as such, Atlantium can set off sums that your client alleges he is entitled to in order to transfer them to the Tax Authorities (see inter alia, Section 14 to the Separation Agreement; and Section 4 to the Non-Compete Agreement).
6. In accordance with the above, your client is required to comply with the terms of the Agreements and to sign the Documents without any delay.
7. All and any of our client's rights are hereby reserved in full. Nothing stated or omitted in this letter shall in any manner prejudice such rights.

Yours sincerely

Avi Kaz, Adv.

Exhibit E

SEPARATION AGREEMENT

This Separation Agreement and General Release (the "Agreement") is made and entered into this 12 day of June, 2006 (the "Effective Date") by and between Zamir Tribelsky ("Zamir"), Atlantium Technologies Ltd. (formerly Atlantium Lasers (Israel) Ltd., referred to herein as "ALIS"), Atlantium Technologies Inc., (formerly Atlantium Lasers, Inc., referred to herein as "ALUS") and Atlantium Lasers Limited ("ALCY") (ALIS, ALUS, and ALCY shall be collectively referred to as the "Group").

WHEREAS, Zamir is a co-founder of the Group, President of ALUS, Director of ALIS, Director of ALUS, Director of ALCY, Shareholder of ALUS and Shareholder of ALCY;

WHEREAS, Zamir was employed pursuant to a Personal Employment Agreement, dated as of March 13, 2003, by and between ALIS and Zamir (the "Employment Agreement") and acted as Chief Technology Officer of the Group and ALIS;

REDACTED

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N/A

REDACTED

WHEREAS, Zamir has notified ALIS of termination of the Employment Agreement, effective as of September 15, 2006.

NOW, THEREFORE, in consideration of the promises and agreements set forth below, Zamir and the Group agree as follows:

1. Payment. In consideration of the agreements and covenants set forth in this Agreement, the Group agrees to:

- (a) continue to pay Zamir all amounts due to him in accordance with the Employment Agreement, through the Notice Period (as defined in the Employment Agreement), in accordance with Schedule 1 attached hereto.
- (b) as of the end of the Notice Period, transfer ownership of Zamir's Manager's Insurance Scheme and advanced study fund (Keren Hishalmut) to which Zamir is entitled pursuant to clause 2 and 3 of Appendix A of the Employment Agreement, and any other amounts due to Zamir in accordance with the Employment Agreement or any applicable law.

2. Zamir's Actions.

- (a) Zamir hereby resigns from his position as director and officer (as applicable) in ALCY, ALIS and ALUS, effective immediately.
- (b) Zamir shall return to ALIS the vehicle that ALIS has provided Zamir with, no later than the end of the Notice Period.
- (c) Zamir shall return to ALIS the cellular telephone that ALIS has provided Zamir with, no later than the end of the Notice Period.
- (d) Zamir shall return to ALIS any and all Group's equipment, documentation, computers, utilities, and any and all other property of ALIS, no later than the last day of the Notice Period.
- (e) Zamir shall exercise all the Option Stock (subject to Board of Director approval to accelerate all vesting to take place as of September 15, 2006) that is exercisable as of the Effective Date.
- (f) Zamir herewith executes those documents required so that ALUS may complete the share issuances for Series A, Series A-1 and Series A-2 rounds of financing that have taken place prior to the date hereof, including relevant stockholders' consent.

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N/A

Group, the Group's stock option plans and Zamir's separation of employment from the Group and ALIS.

The Group Released Parties release Zamir from any and all liability, claims, demands, actions, causes of action, suits, grievances, debts, sums of money, agreements, promises, damages, costs, expenses, attorneys' fees, and remedies of any type, regarding any act, failure to act, omission or circumstances, whether arising under law, contract, tort, equity or otherwise, including without limitation all liabilities created as a result of the negligence, gross negligence and willful acts of any of Zamir that occurred up to and including the date on which Zamir signs this Agreement ("Zamir Release"), provided that Zamir is in full compliance with all of Zamir's contractual obligations pursuant to this Agreement and the transactions contemplated herein, towards the Group Released Parties. The Zamir Release shall be null and void upon any breach of any of Zamir's Contractual obligations towards the Group Released Parties.

Zamir further acknowledge that in return for the Release he received compensation under this Agreement which is significantly higher than what Zamir was owed by the Group.

The term "Group Released Parties" shall mean ALCY, ALUS, ALIS and any of their past or present employees, representatives, administrators, agents, officials, officers, directors, shareholders, divisions, parents, subsidiaries, successors, affiliates, consultants, employee benefit plans (and their sponsors, fiduciaries, or administrators), insurers, and attorneys, each only with reference to their capacity as such.

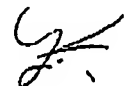
6. No Encouragement of Claims. Zamir will not encourage or assist any person or entity who files a lawsuit, charge, claim or complaint against any of the Group Released Parties unless he is required to render such assistance pursuant to a lawful subpoena or other legal obligation.

7. Non-Disparagement. Zamir, the Group and ALIS agree not to make any oral or written statement to any party that disparages, defames, or reflects adversely upon the other or upon the Group Released Parties, their products and services.

8. Confidentiality. Except as may be specifically required by law, Zamir agrees that he will not (without the prior written consent of the Group and ALIS) disclose, publish, indicate, or in any manner communicate, the terms and provisions of this Agreement to any other person or entity except: (a) as may be required by law; (b) to his accountant and/or financial advisor to the extent necessary to prepare his tax returns; (c) to his attorney; and (d) to his spouse. Zamir further agrees that prior to any such authorized disclosure, he will inform each such person to whom disclosure is to be made that the terms of the Agreement are confidential and he will secure the agreement of each such person to whom disclosure is to be made that the terms of the Agreement are confidential and he will secure the agreement of each such person to maintain the confidentiality of the terms and provisions of the Agreement.

9. Undertaking By Zamir. Zamir hereby undertakes to assist the Group, and to take any and all actions required of him by the Group for the fulfillment of Zamir's obligations under this Separation Agreement, including but not limited to Zamir's consent to amend any of the corporate governance agreements, such as the Shareholders Rights Agreement and Articles of Association of ALCY and the Stockholders Rights Agreement of ALUS. Further, Zamir undertakes to sign any written instrument related to intellectual property of the Group, or that is related to the governance of the Group.

6/11/XXII 1121-006/Zamir/FINAL/zamir separation final EXECUTION


N/A

10. Internet Web Site. ALIS shall post on Atlantium's web site within a reasonable time, a page under the section of Company/History, which shall refer to Zamir's past position with the company as a co-founder, inventor, and CTO.

11. Knowing and Voluntary Walver. Zamir acknowledges that: (a) he has carefully read this Agreement and fully understands its meaning and effect; (b) he had a full and adequate opportunity and reasonable time period to review this Agreement with an attorney of his choosing before he signed it; (c) he was not coerced into signing the Agreement; (d) he agrees to all the terms of the Agreement and is entering into the Agreement knowingly, voluntarily, and with full knowledge of its significance; and (e) the only consideration for his signing the Agreement are the terms stated herein, and no other promises or representations of any kind have been made by any person or entity to cause him to sign the Agreement.

12. Choice of Law. This Agreement shall be governed by and interpreted in accordance with the laws of Israel, and shall be subject to the sole jurisdiction of the competent courts of the District of Tel-Aviv Yaffo, without regard to the conflict of law principles.

13. Severability. The provisions of this Agreement shall be severable and the invalidity of any provision shall not affect the validity of the other provisions; provided, however, that upon any finding by a court of competent jurisdiction that if Section 2 herein, is illegal, void or unenforceable, Zamir agrees (at the Group's option) to promptly execute a covenant that is legal and enforceable or to return promptly to the Group the full amount paid to him pursuant to this Agreement.

14. Tax Consequences. Zamir shall bear all tax payments deriving from the payments granted under this Separation Agreement. ALIS shall be entitled to withhold any tax pursuant to applicable law for transfer to the Israel Tax Authority.

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[Handwritten signature]

[Handwritten initials]

Intending to be legally bound, the parties execute this Separation Agreement as of the date first written above.

Zamir Tribelsky

Atlantium Technologies Ltd.

By:

Dated:

Atlantium Technologies Inc.

Atlantium Lasers Limited

By:

Dated:

Dated:

FM111XXU1121-005Zamir/AFINAL/zamir separation final EXECUTION

Exhibit F

Non Compete Agreement

This agreement (this "Agreement") is made and entered into as of June 12, 2006 in Beit Shemesh

- By and between -

Atlantium Technologies Ltd, company existing under the laws of the State of Israel, having its
main place of business at
Hartov Industrial Area
Beit Shemesh, Israel
(hereinafter: "Atlantium")

- And -

Zamir Tribelsky, residing at
Hador Street number 64, Mevaseret Zion,
Zip Code 90805
ISRAEL
(hereinafter: "Zamir")

WITNESSETH

WHEREAS, Zamir is co-founder, inventor and the Chief Technology Officer of Atlantium; and
WHEREAS, Zamir notified Atlantium on March 15, 2006 that he will terminate his employment
with Atlantium as of September 15, 2006 ("Employment Termination Date"); and
WHEREAS, Zamir prior obligations not to compete with Atlantium may expire on September 15,
2007; and
WHEREAS, in addition to any obligation of Zamir under applicable law and by virtue of the
current contractual relationship between the parties, Atlantium desires to maintain
and ensure Zamir's undertaking not to compete with Atlantium and its parents,
subsidiaries and affiliates (referred to collectively as Atlantium herein), shall be
extended pursuant to the terms and conditions set forth in this Agreement, and Zamir
agrees not to so compete on such terms and conditions;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Intellectual Property and Confidentiality

1.1. Zamir acknowledges that, from the date he first became associated with

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he had access to confidential and proprietary information concerning Atlantium, its products and business, and information and technology from Atlantium's product research and development, including without limitation, research and development plans, customers, suppliers, trade secrets, and test results, processes, data know-how, improvements, inventions, formulae, designs, patents, patent applications, software, algorithms, computer processing systems, techniques and products (actual or planned). Such information, whether documentary, written, oral or computer generated, shall be deemed to be referred to as "Proprietary Information".

- 1.2. Zamir hereby agrees that the Undertaking attached as Appendix B to the Employment Agreement executed by Zamir for the benefit of Atlantium and dated March 13, 2003 (attached hereto as Appendix A) shall be extended until expiration on the date that is thirty six (36) months following the Employment Termination Date.
- 1.3. Notwithstanding the aforesaid, and at the request of Zamir, Atlantium hereby clarifies that Zamir's Undertaking not to compete (attached hereto as Exhibit A) does not include and shall not cover personal aviation devices. Zamir is free to explore any business opportunity in the fields of flight, avionics and manned and unmanned personal, or industrial, or commercial, domestic, or governmental aviation devices, for as long as it does not involve water purification and treatment devices and systems. Atlantium waives any claims related to any of Zamir's Inventions (as defined in the Undertaking) related to personal aviation devices, flight, avionics and manned and unmanned personal, or industrial, or commercial, domestic, or governmental aviation devices, for as long as they do not involve water purification and treatment devices and systems.

2. Covenants

- 2.1. In consideration of the Non Competition Compensation, as defined in Section 2.3 below, and in order to enable Atlantium to effectively protect its Proprietary Information, Zamir agrees and undertakes that he will not, commencing on the date hereof and ending thirty six (36) months after the Employment Termination Date, for any reason whatsoever, directly or indirectly, in any capacity whatsoever, engage in, become financially interested in, be employed by, or have any connection with any business or venture that is engaged in any activities competing with the activities of Atlantium or any of Atlantium Technologies Inc. (formerly known as Atlantium Lasers Inc.) or Atlantium Lasers Limited.
- 2.2. In consideration of the Non Competition Compensation, as defined in Section 2.3 below, Zamir agrees and undertakes that commencing on the date hereof and ending thirty six (36) months after the Employment Termination Date, Zamir will not, directly or indirectly, including personally or through any business in which Zamir may be an officer, director or shareholder, solicit for employment any person who is employed by Atlantium, or any person retained by Atlantium as a consultant, advisor or the like, or was retained as an employee or a consultant of Atlantium, without Atlantium's prior written approval, which will not be unreasonably withheld.

[Handwritten signature]

2.3. In Agreement, Atlantium shall pay Zamir US\$120,000 (one hundred and twenty thousand dollars) plus the applicable Value Added Tax ("Non Competition Compensation"). The Non Competition Compensation shall be paid in twelve (12) equal monthly installments of US\$10,000 (ten thousand dollars). The monthly installments shall be made, in New Israeli Shekels within 15 days from the last day of the month that an invoice was properly submitted to Atlantium by Zamir, commencing September 15, 2006.

3. Breach of Covenants.

In the event that Zamir breaches any of the covenants or his obligations undertaken hereunder and/or in the Separation Agreement dated of even date herewith, including but not limited to disparagement of the Company or Group Released Parties (as defined in the Separation Agreement) and including but not limited to filing or encouraging any claims barred hereunder and thereunder, the Company shall be entitled to immediate repayment of the Non-Competition Compensation ("Repayment"). Such Repayment is not in lieu, and shall not derogate from Zamir's covenants and obligations undertaken hereunder and/or in the Separation Agreement. Atlantium may seek, in addition to Repayment, any other remedy available to it under applicable law.

4. Tax Consequences.

Zamir shall bear all tax payments deriving from the payments granted under this Agreement. Atlantium shall be entitled to withhold any tax pursuant to applicable law for transfer to the Israel Tax Authority.

5. Miscellaneous

- 5.1. Each of Atlantium and Zamir confirm they are not limited, by agreement, by law, or in any other way, from signing this Agreement.
- 5.2. Zamir is prohibited from assigning any of its obligations or rights under this Agreement to any third party without the express prior written consent of Atlantium. Atlantium may assign any of its obligations or rights under this Agreement to any third party.
- 5.3. For purposes of any undertaking of Zamir toward Atlantium under this Agreement, the term Atlantium shall include any parent company, subsidiaries and affiliates of Atlantium.
- 5.4. The preamble to this Agreement and the exhibits attached hereto constitute an integral part hereof.
- 5.5. The headings of the sections and subsections of this Agreement are for convenience of reference only and are not to be considered in interpreting this Agreement.
- 5.6. The addresses of the parties are as set forth in the preamble to this Agreement. All notices required to be delivered under this Agreement shall be effective

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only if in writing and shall be deemed given by the party required to provide notice one week after it was mailed by registered mail, or immediately after it was delivered personally.

5.7. This Agreement constitutes the entire agreement between the parties with respect to the matters referred to herein, and no other, arrangement, understanding or agreement, verbal or otherwise, shall be binding upon the parties hereto.

5.8. This Agreement may not be amended or modified except by the written consent of the parties hereto.

5.9. This Agreement shall be governed by and interpreted in accordance with the laws of Israel, and shall be subject to the sole jurisdiction of the competent courts of the District of Tel-Aviv Yaffo, without regard to the conflict of law principles.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first above written.

Atlantium Technologies Ltd.

Signature

Name (Print)

Title

Zamir Tribelsky

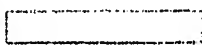
Signature

Name (Print)

Title

Exhibit G

שרותים ומוצרים | בנק הדואר | דואר שליחים | השירות הבולאי | שיווק ישיר | מודיעין | EMS



ור



מידע על פריט שמספרו RR899573105IL

מעקב פריטים

דבר הדואר האמור התקבל למשלוח בתאריך 02/09/2007 באמצעות יחידת הדואר גבעת שרת אשר בבית שמש. דבר הדואר האמור נמסר בחזרה לשולח בתאריך 14/10/2007 באמצעות יחידת הדואר בית שמש אשר בבית שמש.

**English Translation of a printout of online tracking of a package sent to
Zamir Tribelsky via Israel Post Registered Mail Service:**

Israel Post – Delivery Tracking

Item Tracking

Information regarding Item No. RR899573105IL

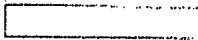
Said postal item was received for delivery on 02/09/2007 through the postal unit of Givat Sharet in Beit-Shemesh. Said postal item was returned to sender on 14/10/2007 through the postal unit of Beit-Shemesh in Beit-Shemesh.

Exhibit H

דואר ישראל - מעקב משלוחים

Page 1 of 1

שרותים ומוצרים | בנק הדואר | דואר שליחים | השירות הבולאי | שיווק ישיר | מודיעין | EMS



ור



מידע על פריט שמספרו 01100262686IL

מעקב פריטים

בתאריך 28/10/2007 בשעה 12:03 ביצע שליח משטנר ירושלים ניסיון מסירה של דבר הדואר האמור אשר יצא למשלוח ממוקד השליחים האזורי בשטנר ירושלים. דבר הדואר לא נדרש והוחזר לשולח. מספר תעודת ההחזר לשולח הינו 01101886394IL.

**English Translation of a printout of online tracking of a package sent to
Zamir Tribelsky via Israel Post Messenger Service:**

Israel Post – Delivery Tracking

Item Tracking

Information regarding Item No. 01100262686IL

On 28/10/2007 at 12:30 a messenger from Shatner Jerusalem attempted delivery of the subject postal item which was dispatched for delivery from the Regional Messenger Center in Shatner Jerusalem. The postal item was not accepted and returned to sender. The return to sender certificate number is 01101886394IL.